

REMARKS

Claims 1-18 are pending. By this Amendment, claims 1 and 11 are amended and new claims 22-29 are added. No new matter has been added.

Claim Rejections under 35 USC §101

Claims 1-4 stand rejected under 35 USC §101 because the claimed invention is directed to non-statutory subject matter. With the amendment to claim 1, the rejection to the claim is traversed. In addition, because independent claim 1 is allowable, it is believed that defendant claims 2-4 are allowable. Withdrawal of § 101 rejections is respectfully requested.

Claim Rejections under 35 USC §112

Claims 11-18 are rejected under 35 USC §112 first paragraph, as failing to comply with the enablement requirement. The Applicant has amended claim 11 to clarify the structural elements performing the claimed functions recited. As a result of these amendments the Examiner's argument is inapposite.

Claim Rejections under 35 USC §103

Claims 1, 2, 9, 11, 12 and 18 are rejected under 35 USC §103(a) as being unpatentable over U.S. Patent 6,581,040 to Wright et. al. Applicant respectfully requests withdrawal of the rejection, as a *prima facie* case of obviousness has not been established.

With respect to currently amended independent claims 1 and 11, a *prima facie* case of obviousness has not been established, the references cited do not teach, suggest, or motivate one of ordinary skill in the art, to modify the reference or to combine reference teachings in the manner claimed. "To establish *prima facie* obviousness ... there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of

ordinary skill in the art, to modify the reference or to combine reference teachings." MPEP 2143. In this case, the cited references, individually or in combination, do not teach suggest or motivate that the information submitted in an electronic form by a member of the CVB for any services responsive to the RFP is confidential to each individual member of the CVB and the CVB organization. Nor do the references teach, suggest or motivate that the member can enter into direct bilateral contracts with the potential destination event organizer for the services identified in the electronic form for the given destination event.

In the office action the Examiner acknowledges that Wright et al. does not disclose that the information in the database is accessible only by the CVB. However, it is argued that it would be "well within the knowledge of one of ordinary skill in the art at the time of the invention to manage database rights so that only one organization would have rights to specific database" (Office action page 6). It is respectfully submitted that Wright et al. fails to teach, suggest or motivate that information submitted by a member of the CVB is confidential. In fact, Wright et al. teaches away, because Wright et al. discloses a system that enables communication between resource providers (Col 9, ln. 39-45), and also discloses that resource providers "subdivide the project and bid parts of it while putting out other parts of it for other bids." (Col 9, ln. 46-50) In addition, Wright et al. discloses that resource providers can "form partnerships or alliances with other resource providers" (Col 9, 50-51). The Wright et al. disclosure goes on to state that "the final result from the communications block is that the resource providers can prepare bids and submit them to the next higher level resource provider." (Col 9, ln. 54-56) Thus, the Wright et al. disclosure fails to disclose that that the information submitted in an electronic form by a member of the CVB for any services responsive to the RFP is confidential to each individual member. In fact, Wright et al. teaches away from the claimed invention by teaching communication between resource providers in order to create and submit bids. Further, the Wright et al. reference discloses that this communication happens at several levels until a bid

is finally presented. While the Examiner has cited lines in Wright et al. that disclose that “the complete database is not available to every user, but is kept proprietary to the system manager” (Col 10, ln 10-15), the system manager, in the Wright et al. reference, is the person supporting the hardware and software. (Col 4, ln 37-38) Thus, to modify Wright et al. to limit access as suggested by the Examiner would not only make the reference unsatisfactory for the asserted intended purpose of “form[ing] partnerships or alliances with other resource providers,” it would also render the Wright reference non-operational for this purpose. Thus, there is not any teaching suggestion or motivation in the Wright et al. reference nor in one having skill in the art to combine a system allowing “partnerships or alliances with other resource providers” and database access limitations in the manner claimed.

The Wright et al. reference also does not teach, suggest or motivate that the member can enter into direct bilateral contracts with the potential destination event organizer for the services identified in the electronic form for the given destination event. As mentioned above, the Wright et al. reference discloses a system that enables communication between resource providers. (Col 9, ln. 39-45) Further, Wright et al. discloses that resource providers “subdivide the project and bid parts of it while putting out other parts of it for other bids.” (Col 9, ln. 46-50) The Wright et al. disclosure goes on to state that “the final result from the communications block is that the resource providers can prepare bids and submit them to the next higher level resource provider.” (Col 9, ln. 54-56) Thus, the Wright et al. reference fails to teach suggest or motivate that the member enter into direct bilateral contracts at all. In fact, direct bilateral contracts, if applied to the Wright et al. reference, would not be operative. The Wright et al system discloses layers of resource providers and a series of “partnerships or alliances” between service providers. Thus, there is a hierarchical bidding system that establishes agreements between service providers before an event organizer selects a bid package. If each member is allowed to enter into direct bilateral agreement, as suggested by the Examiner, then the already established “partnerships or

alliances" between services providers would be in jeopardy. Thus, if the Wright et al. reference was modified to include the ability of event organizers and resource providers to enter into direct bilateral contracts, the resource providers could not "prepare bids and submit them to the next higher level resource provider" and expect them to stand. As such, there is no teaching, suggestion or motivation of a member entering into direct bilateral contracts with the potential destination event organizer for the services identified and withdrawal of this rejection is respectfully requested.

As such, the cited references do not teach or suggest all of the features included in independent claims 1 or 11, as amended, and therefore do not render the claims *prima facie* obvious. Applicants do not acquiesce in the rejections made for the dependent claims; however, it is respectfully submitted that because independent claims 1 and 11 are allowable, the remaining dependent claims are allowable.

The Applicant has added new apparatus claims 22-29 in means-plus-function format corresponding to the subject matter of the currently pending method claims for consideration.

In view of the foregoing, it is submitted that this application is in condition for allowance. Favorable consideration and prompt allowance of the application are respectfully requested.

The Examiner is invited to telephone the undersigned if the Examiner believes it would be useful to advance prosecution.

Respectfully submitted,



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